

THIRD AMENDMENT TO
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 10168-2
NOV 2 1979-3 50 PM
INTERSTATE COMMERCE COMMISSION
Filed 1425

THIRD AMENDMENT TO CONDITIONAL SALE AGREEMENT
(the "Third Amendment") dated as of October 31, 1979 by
and between N. R. Financial Corporation (the "Vendee"),
National Railway Utilization Corporation (the "Builder")
and The First National Bank of Maryland (the "Assignee").

WHEREAS, the Vendee and the Builder entered into a
Conditional Sale Agreement dated as of February 16, 1979 (the
"Conditional Sale Agreement") providing for the purchase by
the Vendee of certain railroad equipment described in Exhibit
A attached thereto (the "Equipment"); and

WHEREAS, pursuant to an Agreement and Assignment
dated as of February 16, 1979 (the "Agreement and Assignment")
the Builder assigned to the Assignee all of its right, title
and interest (but none of its obligations) in and under the
Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and the Agree-
ment and Assignment were duly filed and recorded with the
Interstate Commerce Commission on March 2, 1979 and assigned
Recordation Nos. 10168 and 10168-A, respectively; and

WHEREAS, the Conditional Sale Agreement was amended

by an Amendment to Conditional Sale Agreement dated as of May 28, 1979 and filed with the Interstate Commerce Commission on June 1, 1979 and assigned Recordation No. 10168-D; and

WHEREAS, the Conditional Sale Agreement was further amended by a Second Amendment to Conditional Sale Agreement dated as of August 31, 1979 and filed with the Interstate Commerce Commission on September 6, 1979 and assigned Recordation No. 10168-F; and

WHEREAS, the Vendee, the Builder and the Assignee wish further to amend certain provisions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

The first paragraph of Article 4 of the Conditional Sale Agreement is hereby amended and modified as of the date first above written by deleting the first paragraph of Article 4 in its entirety and the replacement in lieu thereof of the following:

Article 4. Purchase Price and Payment.
The total base price (the "Total Base Price") and price per unit (excluding all inspection and certification fees) are specified in Exhibit A attached hereto.

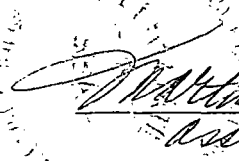
In consideration of the manufacture and delivery of the Equipment, the Vendee hereby agrees to pay in cash to the Vendor (i) on or before June 1, 1979 interest on the principal sum of \$1,660,500 (hereinafter called the "Conditional Sale Indebtedness") computed as hereinafter provided accrued and owing through and including that date, (ii) on or before August 31, 1979 interest on the Conditional Sale Indebtedness computed as hereinafter provides accrued and owing through and including that date, and (iii) on or before October 31, 1979 interest on the Conditional Sale Indebtedness accrued and owing through and including that date, and (iv) on or before November 30, 1979 the unpaid Conditional Sale Indebtedness plus all accrued and unpaid interest computed as hereinafter provided. Interest (computed on the basis of actual number of days elapsed from the date of this Agreement, divided by a year of 360 days) shall be accrued and paid as above provided at a fluctuating annual rate of interest equal to 2% plus 110% of the prime rate of The First National Bank of Maryland.

In all other respects, the Conditional Sale Agreement and the Agreement and Assignment continue to be in full force and effect without amendment or modification.

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed on the date specified in

the acknowledgements attached hereto, effective as of the date first above written.

ATTEST:


Matthew T. Mills
 Asst. Sec.

[Corporate Seal]

N. R. FINANCIAL CORPORATION

By Woodrow B. Moats Jr.
 V.P.

NATIONAL RAILWAY UTILIZATION
 CORPORATION

Matthew T. Mills
 Asst. Sec.


[Corporate Seal]

By Richard J. Kelly
 Vice President

THE FIRST NATIONAL BANK OF
 MARYLAND

Robert M. Black

[Corporate Seal]

By 
 SENIOR LOAN EXECUTIVE

*State of Pa
City of Phila* }

SS:

I HEREBY CERTIFY, that on this *1st* day of November, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared *Woodrow B. Morts, Jr*, who, being by me duly sworn, says that he is ^{*Nice*} President of N. R. Financial Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *1st* day of November.

Elsie Marlene Williams
Notary Public

[Notarial Seal]

My Commission Expires:

ELSIE MARLENE WILLIAMS
Notary Public, Phila., Phila. Co.
My Commission Expires Oct. 18, 1982

*State of Pa.)
City of Phila.)*

SS:

I HEREBY CERTIFY, that on this *1st* day of November, before the subscriber, a Notary Public in and for said City and State personally appeared *Richard J. Kelly*, who, being by me duly sworn, says that he is a Vice President of National Railway Utilization Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *1st* day of November, 1979.

Elsie Marlene Williams
Notary Public

[Notarial Seal]

My Commission Expires:

ELSIE MARLENE WILLIAMS
Notary Public, Phila., Phila. Co.
My Commission Expires Oct. 18, 1982

State of Maryland,
City of Baltimore) SS:

I HEREBY CERTIFY, that on this *2nd* day of November, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared Arthur E. Jones, Jr., who, being by me duly sworn, says that he is a Senior Loan Executive of The First National Bank of Maryland, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *2nd* day of November, 1979.

Margaret Schaefer

Notary Public

[Notarial Seal]

My Commission Expires: *7-1-82*